

Cinema For All Scheme Policy

arranged by
WRS Ltd and Cinema For All



Underwritten by



Cinema For All

Thank you for insuring with Ansvar and we welcome you as a policyholder. We have been trading in the UK for more than 50 years with our roots firmly established as a socially responsible general insurer. Ansvar is a business division of Ecclesiastical Insurance Office plc.

Please read the policy and schedule carefully to ensure that it meets your requirements. If you need any further explanation, or if you find any mistakes, please contact your insurance advisor or us immediately.

You must tell us about any changes which affect your policy. Failure to do so could invalidate your cover. If you are not sure whether certain facts or changes are relevant please check with your insurance advisor or us.

The schedule enclosed with this policy shows your individual details. It also shows the sections of cover which are operative together with any endorsement numbers which may apply. If you have cover under an All Risks section, the item descriptions will be shown under the All Risks Specification on the schedule. The schedule is normally reissued each time there is a change under the policy.

Please note that any index-linking of sums insured within this policy only reflects general inflationary changes. It will not necessarily deal with any inflationary increases due to any particular features of your property. It remains your responsibility to ensure that the sums insured are adequate to provide full cover in the event of any damage.

Should you at any time be dissatisfied with our service, please refer to our Complaints Procedure together with details of our participation in the Financial Ombudsman Service.

Underwritten by Ecclesiastical Insurance Office plc

Where to find what you are looking for

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Making A Claim

ANY CLAIMS APART FROM GLASS OR LEGAL EXPENSES

Phone: 0845 606 0431 (our dedicated 24 hour claims number)

Email: ansvar.claims@ansvar.co.uk

Online: www.ansvar.co.uk

Fax: 01323 739355

Write to: Claims Department, Ansvar Insurance, Ansvar House, St Leonards Road, Eastbourne, BN21 3UR

GLASS

Phone Glassolutions: 0800 47 47 47

- Glassolutions provide a 24 hour, 365 days a year boarding up and replacement glazing service.
- In the event of glass breakage, contact Glassolutions by telephone as above.
- If you are insured for glass breakage, Glassolutions will issue separate invoices to:
 - you in respect of any policy excess and recoverable VAT
 - Ansvar for the remaining cost.
- If the glass is not insured, you will be solely responsible for the entire cost of repairs.

ALL RISKS

- For claims that do not require urgent attention such as minor property damage, you must take all reasonable steps to prevent any further damage.
- If possible, obtain competitive estimates for the repair and, if requested by us, submit with a completed claim form for our approval. Please send any requested claim form to us immediately should there be any delay in obtaining estimates.
- Once we have agreed an estimate, you can get the work done and send the final account to us for reimbursement (subject to any policy terms).
- A full specification of the damaged property is required together with substantiation, e.g. original purchase receipt, photographs of the article or payment receipts etc. Forward the requested information, with a completed claim form where requested, for our approval.
- Whenever appropriate we aim to provide replacements and we may use our preferred supplier.

LIABILITY (CLAIM BEING MADE AGAINST YOU)

- If someone is making a claim against you please notify us immediately.
- Do not make any promise to pay.
- Send any letter or document to us unanswered.

SALVAGE

- All salvage must be protected and retained for our inspection, unless we or the loss adjuster have instructed you to the contrary.

THEFT, LOSS AND MALICIOUS DAMAGE

- Tell the police immediately if property is stolen, maliciously damaged or if a valuable item is lost, and obtain a crime or lost property reference number. You must take all reasonable steps to prevent any further loss.

Helpline Services

DAS Legal Expenses Insurance Company Limited (DAS) will not accept responsibility if the Helpline Services fail for reasons DAS cannot control.

- DAS provide these services 24 hours a day, seven days a week during the period of insurance.
- All helplines apply to the United Kingdom unless otherwise stated.
- To help DAS check and improve their service standards, DAS record all calls, other than for the COUNSELLING service.
- Please do not phone DAS to report a general insurance claim.

Phone DAS on **0117 934 0437** quoting reference **TS5/3674679**

EUROLAW COMMERCIAL LEGAL ADVICE

DAS will give the Insured confidential legal advice over the phone on any commercial legal problem affecting the Insured, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

TAX ADVICE

DAS will give the Insured confidential advice over the phone on any tax matters affecting the Insured under the laws of the United Kingdom.

EMERGENCY ASSISTANCE

In the event of an unforeseen emergency affecting the Insured's premises which causes damage or potential danger, DAS will contact a suitable repairer or contractor and arrange assistance on behalf of the Insured. All costs of assistance provided are the responsibility of the Insured.

COUNSELLING

Phone DAS on **0117 934 2121** (these calls are not recorded)

DAS will provide all employees (including any members of their immediate family who permanently live with them) of the Insured with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

THE EMPLOYMENT MANUAL

- The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law.
- To view it, please visit the DAS website at www.das.co.uk. From the Home Page click on the Employment Manual icon.
- All the sections of this web-based document can be printed off for your own use.
- Contact DAS at employmentmanual@das.co.uk with your email address, quoting your policy number and DAS will contact you by email to inform you of future updates to the information.

Data Protection Act

Full details about how Ansvar hold and use your data can be found in our privacy policy available on our website www.ansvar.co.uk

The Financial Services Compensation Scheme (FSCS)

The FSCS is the independent body, set up by government, which gives you your money back if your authorised financial services provider is unable to pay you because it has insufficient assets.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought.

The FSCS does not charge individual consumers for using its service.

The FSCS cannot help you if the firm you have done business with is still trading.

You can write to:

Financial Services Compensation Scheme

10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

Visit the website: www.fscs.org.uk

Phone FSCS helpline on **0207 741 4100** or **0800 678 1100**

Fraud Protection

We may check your details with various fraud prevention and credit reference agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. If you make a claim, we will share your information (where necessary) with other companies to prevent fraudulent claims.

For further information please refer to our privacy policy available on our website www.ansvar.co.uk

Complaints Procedure

If you have any reason to complain about the advice or service you have received, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

Ansvar Insurance

Ansvar House, St. Leonards Road, Eastbourne, East Sussex BN21 3UR

Phone Ansvar Insurance on 0845 60 20 999 or 01323 737541

Email: ansvar.insurance@ansvar.co.uk

OUR PROMISE TO YOU

We will aim to resolve your complaint within one business day

If this is not possible

- We will promptly acknowledge all complaints.
- All complaints will be investigated diligently and impartially within Ansvar.
- We will respond formally to your complaint as soon as possible.
- We will keep you informed of the progress of the investigation.
- If you are not satisfied with our response, or we have not completed our investigation after eight weeks, we will inform you of your right to take the complaint to:

Financial Ombudsman Service (FOS)

South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Phone FOS on 0800 023 4567 free if phoning from a 'fixed' line (for example a land line at home), or

0300 123 9123 free for mobile phone users who pay a monthly call charge for calls to numbers starting 01 or 02

Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect your right to take legal proceedings.

Useful Addresses

ANSVAR INSURANCE
Ansvar House, St Leonards Road
Eastbourne, East Sussex, BN21 3UR

www.ansvar.co.uk

ASSOCIATION OF BRITISH INSURERS
Consumer Information Department
51 Gresham Street, London, EC2V 7HQ

www.abi.org.uk

DAS LEGAL EXPENSES INSURANCE CO. LTD
DAS House, Quay Side
Temple Back, Bristol, BS1 6NH

www.das.co.uk

FINANCIAL OMBUDSMAN SERVICE
South Quay Plaza
183 Marsh Wall, London, E14 9SR

www.financial-ombudsman.org.uk

FINANCIAL CONDUCT AUTHORITY
(To protect and enhance consumer
confidence in the UK financial system)

25 The North Colonnade
Canary Wharf, London, E14 5HS

www.fca.org.uk/

FINANCIAL SERVICES COMPENSATION SCHEME
10th Floor, Beaufort House
15 St Botolph Street, London, EC3A 7QU

www.fscs.org.uk

PRUDENTIAL REGULATION AUTHORITY
(To promote safety and soundness of regulated firms and, in respect of insurers,
secure the appropriate degree of protection for policyholders)

Bank of England, Threadneedle Street, London, EC2R 8AH

www.bankofengland.co.uk/pru/

WRS INSURANCE BROKERS LTD
Cadman House, off Peartree Road, Stanway
Colchester, Essex, CO3 0NW

Phone WRS on 01206 574416 / 760780
or Fax 01206 760734

www.wrsinsurance.co.uk

CINEMA FOR ALL

We and **you** agree that:

- a) the basis of the contract is:
 - the information contained in the proposal, declaration or statement of facts, and
 - any additional or supplementary information supplied;
- b) the policy, schedule and any endorsements (including any replacements for them) are to be read together as one document;
- c) **we** will insure **you** as detailed in the policy's schedule, subject to the terms and conditions of the policy, during the **period of insurance** shown in the schedule, provided that **you** pay, or agree to pay, the premium and **we** accept the premium;
- d) this policy shall be governed by and construed in accordance with the law of England and Wales unless **your** legally registered address is located in Scotland in which case the law of Scotland shall apply. If there is any dispute as to which law applies it shall be English law;
- e) **we** will communicate with **you** in English at all times;
- f) a person or company who is not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Definitions

Some words or phrases used in the policy and the endorsements are in **bold italics** and have particular meanings that are stated below unless otherwise specified. These definitions apply equally where used in the singular or plural unless otherwise stated.

asbestos	asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos
bodily injury	death, illness, injury or disease
claim	your request to us for indemnity, reimbursement or benefit under the terms of this policy, provided that a claim includes a single loss or series of losses from one event consequent on or attributable to one source or original cause
costs and expenses	<ul style="list-style-type: none">• legal costs and expenses recoverable from you by any claimant• defence costs and expenses incurred with our written consent
damage / damaged	physical loss, destruction or damage
denial of service attack	any actions or instructions construed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems. Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks
employee	any person: <ul style="list-style-type: none">• under a contract of service or apprenticeship with you• who is hired to, supplied to or borrowed by you• engaged under a work experience or similar scheme• helping as an authorised volunteer• who is one of your trustees while under your direct control and supervision and working for you in connection with your activities
excess	the first amount of each and every agreed claim that you will be asked to pay
hacking	unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether your property or not
offshore	<ul style="list-style-type: none">• embarkation onto a vessel or aircraft for conveyance to an offshore rig, platform or service or accommodation vessel, until disembarkation from the conveyance onto land from such offshore rig, platform or service or accommodation vessel• whilst on any offshore rig, platform or service or accommodation vessel
period of insurance	the period shown on the schedule for which you have paid, or agreed to pay, and we agree to accept the premium
premises	the premises shown in the schedule as 'Location'

Definitions

products	goods (including their containers, packaging, labelling or instructions) no longer in your custody or control that have been sold, supplied, installed, erected, serviced, repaired, altered, treated or otherwise worked upon by you from or in the territorial limits in connection with your activities
reinstatement	the replacement or repair of property damaged to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition when new. Where appropriate, reinstatement may be carried out: <ul style="list-style-type: none">• to your requirements• upon another site provided our liability is not increased
territorial limits	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
terrorism	an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear
virus or similar mechanism	program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self replication or not. Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs
we / us / our	Ansvar Insurance
you / your / insured / policyholder	the person(s), company, or organisation (including a body of trustees) named in the schedule as the policyholder
your activities	your charitable activities declared to us , accepted by us in writing, and: <ul style="list-style-type: none">• undertaken with your full knowledge and authority, and• under your control, and• conducted solely from premises in the territorial limits

Section 1 Employers Liability

WHAT IS COVERED

We will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for **bodily injury** to any **employee** occurring during the **period of insurance** in connection with **your activities** and occurring:

- in the **territorial limits**
- elsewhere in the world where any **employee** who is normally resident in the **territorial limits** is on a temporary visit in the course of **your activities**.

We will also pay the cost of representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with **our** consent.

RIGHT OF RECOVERY

The cover under this Section shall be interpreted as being in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in the **territorial limits** but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

CERTIFICATE OF EMPLOYERS LIABILITY INSURANCE

If this Section or the Policy is cancelled the Certificate of Employers Liability Insurance issued for this Section is cancelled at the same time.

Extensions for Employers Liability

Each extension is subject to the terms, exceptions and conditions of this Section.

WHAT IS COVERED

1 HEALTH AND SAFETY AT WORK

We will pay all amounts which **you** become legally liable to pay for **costs and expenses** in the defence of any criminal proceedings for an offence under:

- the Health and Safety at Work etc. Act 1974
 - the Health and Safety at Work (Northern Ireland) Order 1978
 - similar safety legislation of the **territorial limits** committed or alleged to have been committed in the course of **your activities** during the **period of insurance**, including **costs and expenses** incurred in an appeal against conviction arising from such proceedings.
- Provided that the proceedings relate to the health, safety or welfare of **employees**.

The most **we** will pay is £500,000 for any **claim**.

2 INDEMNITY TO OTHER PEOPLE, INCLUDING PRINCIPALS

At **your** request **we** will pay all amounts which the following people become legally liable to pay as damages and **costs and expenses** for a **claim** made against them:

- any partner, director or **employee** of **yours**
- any officer or member of **your** canteen, sports, social or welfare organisations, first-aid, ambulance, fire or security services
- any partner or director of **yours** in respect of private work carried out for them with **your** prior consent by any **employee**
- any principal, being any person, local or public authority, company or firm, with whom **you** have entered into a contract for work or services becomes legally liable to pay for a **claim** made against them but only in respect of **claims** arising out of the performance of such work or services by **you**.

Provided:

- **you** would have been entitled to cover under this Section if the claim had been made against **you**
- such parties keep to the terms of this Policy insofar as they can apply.

WHAT IS NOT COVERED

Liability:

- ❖ for which compulsory motor insurance or security is required
- ❖ arising in connection with **offshore** activities.

WHAT IS NOT COVERED

Fines or penalties of any kind.

Proceedings consequent upon any deliberate act or omission by:

- ❖ **you** or **your** directors or partners
- ❖ any **employee** responsible for compliance with the legislation.

Legal costs and expenses covered elsewhere in this Policy or by any other policy.

Liability for **bodily injury**.

Extensions for Employers Liability

WHAT IS COVERED

3 UNSATISFIED COURT JUDGEMENTS

If any **employee** obtains a judgement for damages in respect of **bodily injury** against any company or individual operating from premises within the **territorial limits** and that judgement remains unpaid for more than six months **we** will pay to the **employee**, at **your** request, the amount of any unpaid damages and awarded costs.

Provided:

- the **bodily injury** is caused:
 - a) during the **period of insurance**
 - b) in the course of **your activities**
 - c) in the **territorial limits**
- there is no appeal outstanding
- the judgement being obtained in the first instance under the jurisdiction of a court in the **territorial limits**
- the judgement relates to **bodily injury** which would otherwise be insured by this Section of the policy
- if any payment is made under this Extension the **employee** or his legal personal representatives shall assign the judgement to **us**.

4 COURT ATTENDANCE EXPENSES

We will pay £250 per day if **you, your** partner, any director or **employee** is required to attend court as a witness at **our** request in connection with a **claim** for which cover is provided under this Section.

WHAT IS NOT COVERED

Claims Settlement for Employers Liability

LIMITS

The most **we** will pay for any **claim**, including **costs and expenses**, unless otherwise stated is:

- £5,000,000 in respect of liability directly or indirectly caused by, resulting from or in connection with any act of **terrorism**. If **we** allege that by reason of this limitation any liability for damages and **costs and expenses** is covered only up to a specified limit of liability the burden of proving the contrary shall be upon **you**
- the indemnity limit shown in the Schedule.

Section 2 Public and Products Liability

WHAT IS COVERED

We will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for accidental:

- **bodily injury** to any person
- **damage** to material property
- obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement

occurring during the **period of insurance** in connection with **your activities** and:

- a) happening at the **premises**
- b) any of the following activities that are undertaken as part of **your activities** and happening away from the **premises**:
 - i) within the **territorial limits**:
 - clerical work
 - collection or delivery work by **you**
 - non-manual work
 - domestic work, including domestic gardening
 - exhibitions, craft fairs or fetes provided the attendance at any one exhibition, craft fair or fete organised or run by **you** does not exceed 500 persons at any one time
 - clean-ups, litter clearance or ground maintenance
 - recreational or fund-raising activities not otherwise excluded
 - ii) clerical work by any **employee**, director, partner or member, who is normally resident within the **territorial limits**, whilst on temporary visits outside the **territorial limits**
- c) happening anywhere in the World (other than within the United States of America or Canada) and caused by **products**.

We will also pay the cost of representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with **our** consent.

WHAT IS NOT COVERED

£250 **excess** in respect of each **claim** for **damage** to material property.

Liability arising directly or indirectly from any:

- ❖ error or omission in the provision of professional services
- ❖ treatment of any kind (other than first aid)
- ❖ libel, slander, defamation or plagiarism.

Liability arising from:

- ❖ **bodily injury** to any **employee** arising out of and in the course of **your activities**
- ❖ ownership repair or maintenance of buildings that **you** own, its land and adjacent grounds
- ❖ the costs of remedying any defect or alleged defect in premises which **you** have disposed of
- ❖ **damage** to property:
 - a) or any part on which **you** or any **employee** is or has been working where the **damage** results from such work
 - b) belonging to **you** or held in trust by **you** or borrowed, rented, leased or hired for use by **you** other than personal property (including vehicles and contents) of **your** visitors, partners, directors or **employees**
- ❖ any activity, property or premises detailed on the 'Activities – Standard Exclusion' endorsement
- ❖ **offshore** activities
- ❖ counselling, advice, design, formula or specification whether given for a fee or not
- ❖ medical, surgical, dental, pharmaceutical or therapeutic **products**
- ❖ **products** incorporated in any:
 - a) craft designed to travel through air or space
 - b) watercraft which could affect its safety, navigation or propulsion
 - c) mechanically propelled vehicles which could affect their safety
 - d) gas, chemical, petrochemical or power generation plant
- ❖ **products**:
 - a) exported to
 - b) sold, supplied or worked upon by **you**, or by others for **you**, from within the United States of America or Canada
- ❖ **damage** to or the costs of recall, replacement, alteration, repair or reinstatement of any **products** or contract work executed by **you** which is caused by a defect or its unsuitability for its intended purpose
- ❖ ownership or use by **you**, or by others for **you**, of any premises within the United States of America or Canada
- ❖ ownership, possession or use by **you** or on **your** behalf, or by any person entitled to cover under this Section, of any:
 - a) watercraft (other than hand propelled) and craft designed to travel through air or space
 - b) mechanically propelled vehicles for which compulsory motor insurance or security is required other than for:
 - loading and unloading
 - the use of plant at any of **your** premises unless cover is provided by any other policy
- ❖ an agreement unless liability would have existed without the agreement.

Fines or penalties.

Punitive, exemplary, aggravated or multiplied damages.

Liquidated damages.

Any compensation awarded by a court of criminal jurisdiction.

Liability arising from **your** failure to comply with the SPECIAL CONDITIONS OF COVER.

Special Conditions of cover for Public and Products Liability

Cover is conditional upon **you** complying with the stated requirements where **your activities** include any of the activities detailed below:

- 1 USE OF BOUNCY CASTLES**
If **you** use any bouncy castle **you** must ensure that it is:
 - supervised by responsible **employees** at all times when in use
 - not used by children under 2 years old
 - restricted to use by age group (age groups 2 to 5, 6 to 12 and over 12 years must not be mixed).
- 2 CLEAN-UPS, LITTER PICKS OR GROUND MAINTENANCE**
You must ensure that any person involved in clearing up litter and rubbish or any ground maintenance:
 - wears boots or other stout footwear
 - wears suitable gloves if handling any litter or rubbish
 - is instructed not to clear up, move or touch any sharp objects, needles or syringes.
- 3 PROTECTION POLICY FOR GROUPS WORKING WITH YOUNG PEOPLE**
You must ensure that:
 - **your** written protection policy for young people is fully complied with at all times
 - where it has been disclosed to **us** that **you** have no written protection policy, the safety measures otherwise declared to **us** have been fully complied with at all times.

Extensions for Public and Products Liability

Each extension is subject to the terms, exceptions and conditions of this Section.

WHAT IS COVERED

- 1 HEALTH AND SAFETY AT WORK**
We will pay all amounts which **you** become legally liable to pay for **costs and expenses** in the defence of any criminal proceedings for an offence under:
 - the Health and Safety at Work etc. Act 1974
 - the Health and Safety at Work (Northern Ireland) Order 1978
 - similar safety legislation of the **territorial limits** committed or alleged to have been committed in the course of **your activities** during the **period of insurance**, including **costs and expenses** incurred in an appeal against conviction arising from such proceedings.Provided that the proceedings relate to the health, safety or welfare of persons other than **employees**.

The most **we** will pay is £500,000 for any **claim**.
- 2 INDEMNITY TO OTHER PEOPLE, INCLUDING PRINCIPALS**
At **your** request **we** will pay all amounts which the following people become legally liable to pay as damages and **costs and expenses** for a claim against them:
 - any partner, director or **employee**
 - any officer or member of **your** canteen, sports, social or welfare organisations, first-aid, ambulance, fire or security services
 - any partner or director of **your activities** in respect of private work carried out by any **employee**
 - any principal, being any person, local or public authority, company or firm, with whom **you** have entered into a contract for work or services becomes legally liable to pay for a claim made against them but only in respect of claims arising out of the performance of such work or services by **you**.Provided:
 - **you** would have been entitled to cover under this Section if the **claim** had been made against **you**
 - such parties keep to the terms of this Policy insofar as they can apply.
- 3 CROSS LIABILITIES**
If more than one party is named in the Schedule as the **insured** **we** will deal with any **claim** as though a separate policy had been issued to each of them.
- 4 HIRED OR RENTED BUILDINGS**
Where **you** are legally liable to pay for **damage** to property at premises borrowed, rented, leased or hired for use by **you** for **your activities**, the cover provided under this Section extends to include **your** legal liability for such **damage**.

WHAT IS NOT COVERED

Fines or penalties of any kind.
Proceedings consequent upon any deliberate act or omission by:

- ❖ **you** or **your** directors or partners
- ❖ any **employee** responsible for compliance with the legislation.

Legal costs and expenses covered elsewhere in this Policy or by any other policy.
Liability for **bodily injury** or **damage** to property.

£250 **excess** other than for **claims** caused by fire or explosion.
Liability:

- ❖ arising from an agreement unless liability would have existed without the agreement
- ❖ otherwise excluded under this Section apart from property borrowed, rented, leased or hired for use by **you**.

Extensions for Public and Products Liability

WHAT IS COVERED

5 MOTOR CONTINGENT LIABILITY

We will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for accidental **bodily injury** or **damage** arising out of the use by any **employees** of any motor vehicle in connection with **your activities**.

6 CONSUMER PROTECTION

We will pay all amounts which **you** become legally liable to pay for **costs and expenses** in the defence of any criminal proceedings brought in respect of a breach of Part II of the Consumer Protection Act 1987 or in an appeal against conviction arising from such proceedings. Provided that the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of **your activities** and are brought in the **territorial limits**.

The most **we** will pay is £500,000 for any **claim**.

7 COURT ATTENDANCE EXPENSES

We will pay £250 per day if **you, your partner, any director or any employee** is required to attend court as a witness at **our** request in connection with a **claim** for which insurance is provided under this Section.

8 WRONGFUL ARREST

We will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for any charge of:

- wrongful arrest
- malicious prosecution
- false imprisonment
- defamation of or assault on any person

made against **you** in respect of any allegation of theft or other improper conduct occurring during the **period of insurance** in connection with **your activities** and happening in the **territorial limits**.

The most **we** will pay is £10,000 for all **claims** in any one **period of insurance**.

9 FOOD SAFETY ACT

We will pay all amounts which **you** become legally liable to pay for **costs and expenses** in the defence of any criminal proceedings brought in respect of a breach of The Food Safety Act 1990 or in an appeal against conviction arising from such proceedings. Provided that the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of **your activities** and are brought in the **territorial limits**.

The most **we** will pay is £500,000 for any **claim**.

WHAT IS NOT COVERED

Liability arising from:

- ❖ **damage** to any such vehicle or property within or carried by it
- ❖ any vehicle **you** own or provide
- ❖ any vehicle provided by **you**
- ❖ any person who to **your** knowledge does not hold a licence to drive such a vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- ❖ participation in racing, pace making, reliability trials or speed testing.

Liability:

- ❖ to the drivers or owners of such motor vehicles
- ❖ arising outside the **territorial limits**
- ❖ covered by any other policy.

Fines or penalties.

Punitive, exemplary, aggravated or multiplied damages.

Liquidated damages.

Fines or penalties of any kind.

Proceedings consequent upon any deliberate act or omission by **you, any director or partner of your activities or any employee** responsible for compliance with the legislation.

Legal costs and expenses covered elsewhere in this Policy or by any other policy.

Liability for **bodily injury** or **damage** to property.

Claims by any **employee**.

Fines or penalties of any kind.

Proceedings consequent upon any deliberate act or omission by **you, any director or partner of your activities or any employee** responsible for compliance with the legislation.

Legal costs, expenses, reimbursements or charges:

- ❖ covered elsewhere in this Policy or by any other policy
- ❖ arising from an order made under Section 9 of the Food Safety Act
- ❖ resulting from any regulation under Section 45 of the Food Safety Act.

Liability for **bodily injury** or **damage** to property.

Claims Settlement for Public and Products Liability

LIMITS

Unless otherwise stated, the most **we** will pay for:

- any **claim**, including **costs and expenses**, for Public Liability
 - for all **claims**, including **costs and expenses**, in any one **period of insurance** for Products Liability
 - any **claim**, including **costs and expenses**, under Cross Liabilities (Extension 3) in total to all parties
 - for all **claims**, including **costs and expenses**, in any one **period of insurance** for pollution or contamination
- is the indemnity limit shown in the Schedule.

Section 3 All Risks

WHAT IS COVERED

We will pay for **damage** to **your** property, or property for which **you** have accepted responsibility, as listed in the All Risks Specification in the Schedule, occurring within the stated geographical limits.

WHAT IS NOT COVERED

£75 **excess** in respect of each **claim**.

Damage to:

- ❖ money, securities, credit and debit cards
- ❖ strings, reeds or drumheads on musical instruments
- ❖ any marquee or tent caused during its erection or dismantling.

Damage caused by, resulting from or consisting of:

- ❖ wear and tear, depreciation or gradually operating cause
- ❖ action of light, atmospheric or climatic conditions or frost
- ❖ moths, vermin, insects, parasites, woodworm, fungus, mildew or rot
- ❖ mechanical or electrical fault, breakdown or failure or use contrary to the manufacturer's instructions
- ❖ faulty workmanship, defective design or the use of defective materials
- ❖ inherent vice or latent defect
- ❖ any process of cleaning, dyeing, altering, repairing, renovating or restoring
- ❖ the deliberate erasure, loss, distortion or corruption of electronic data
- ❖ unexplained disappearance or inventory shortage or shortage due to error or omission
- ❖ marring or scratching.

Damage by theft of:

- ❖ computers designed to be portable or satellite telephones from any unattended motor vehicle
- ❖ any other property from any unattended motor vehicle unless:
 - a) the property is hidden from view in a closed glove, storage or luggage compartment or boot, and
 - b) all windows and sunroofs are securely closed and all doors and boot are locked
- ❖ any pedal cycle outside the buildings unless it is in a locked building or is attached by an appropriate security device to a permanently fixed structure.

Claims Settlement for All Risks

We will indemnify **you** by, at **our** option, either:

- making a cash payment for
- paying for the repair of
- if **damaged** beyond repair, paying for the replacement as new of the **damaged** property.

LIMITS

The most **we** will pay in respect of any **claim** is the sum insured at the date of the **damage** by each item listed in the All Risks Specification of the Schedule plus index-linking increases up to the date of **reinstatement** or replacement.

UNDERINSURANCE

If at the time of **damage** the sum insured (plus index-linking) for any item is less than the full **reinstatement** value **we** will only pay the same proportion of the **damage** as the sum insured bears to the full **reinstatement** value for that item.

AUTOMATIC REINSTATEMENT OF SUM INSURED

The sum insured will not be reduced by a **claim** payment, unless the **claim** relates to the total loss of any specified item, provided that **you** take immediate steps to carry out any **damage** prevention measures that **we** may require.

MATCHING SETS

We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of a similar nature, colour or design.

General Exclusions

(Applicable to the whole policy unless otherwise stated)

This policy does not cover:

1 RADIOACTIVE CONTAMINATION

any expense, consequential loss, legal liability or **damage** to any property directly or indirectly arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

This exclusion does not apply to any cover for:

- Employers Liability except in respect of liability of any principal and liability assumed by agreement
- Personal Accident.

2 WAR RISKS

any contingency, liability or **damage** occasioned by or happening through war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil commotion assuming proportions of or amounting to a popular rising, civil war, military rising, mutiny, rebellion, revolution, insurrection, military or usurped power or martial law.

This exclusion does not apply to any cover for Employers Liability.

3 SONIC BANGS

damage arising directly from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4 CONFISCATION

damage caused by or happening through confiscation or destruction or requisition by order of any government or any public authority.

5 TERRORISM

any **claim** directly or indirectly caused by resulting from or in connection with **terrorism** regardless of any other contributory cause.

This insurance also excludes any **claim** directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to **terrorism**.

If **we** allege that by reason of this exclusion any **claim** is not covered by this policy the burden of proving the contrary shall be upon **you**.

This exclusion does not apply to any cover for:

- Personal Accident
- Employers Liability
- Legal Expenses.

6 NORTHERN IRELAND (PROPERTY DAMAGE / BUSINESS INTERRUPTION)

any **damage**, cost, expense or consequential loss of whatsoever nature in Northern Ireland directly or indirectly caused by, resulting from or in connection with riot, civil commotion and (except in respect of **damage** or consequential loss by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation.

7 POLLUTION OR CONTAMINATION

a) in respect of any cover for **your** insured property of any description, including electronic data, Business Interruption or Book Debts

pollution or contamination except (unless otherwise excluded) **damage** caused by:

- i. pollution or contamination which itself results from fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, glass and sanitary fixtures
- ii. fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, glass and sanitary fixtures which itself results from pollution or contamination.

b) in respect of any cover for liability to third parties

liability arising from pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place. Pollution or contamination shall be deemed to mean:

- i. all pollution or contamination of buildings or other structures or water or land or the atmosphere; and
- ii. all **damage** or **bodily injury** directly or indirectly caused by such pollution or contamination.

8 INDIRECT LOSS

any indirect losses which result from the event that caused **you** to make a **claim**, except as specifically provided for under this policy.

This exclusion does not apply to any cover for:

- Personal Accident
- Employers Liability
- Public and Products Liability
- Professional Indemnity
- Property Owners Liability
- Loss of Licence
- Trustees Indemnity
- Legal Expenses.

General Exclusions

This policy does not cover:

9 MORE SPECIFIC INSURANCE
property more specifically insured under another policy.

10 DATE RELATED COMPUTER FAILURE
any **claim** directly or indirectly arising from the failure or possible failure of any computer or other equipment media or system (or any part of them) for processing storing or retrieving data to include without limitation any microchip integrated circuit or similar device or any computer software:

- a) correctly to recognise any date as its true calendar date
- b) to save and/or correctly interpret or process any data or command as a result of treating any date other than its true calendar date
- c) to save or correctly process any data on or after any date

but this shall not exclude subsequent **damage** or consequential loss not otherwise excluded which itself results from:
fire, explosion, lightning, smoke, aircraft or other aerial devices dropped from them, theft or attempted theft, impact by any road vehicle, train or animal, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances, malicious people or vandals, storm or flood, escape of water from any tank, apparatus or pipe, escape of fuel oil from any fixed oil-fired heating installation
if covered by this policy.

This exclusion does not apply to any cover for:

- Personal Accident
- Employers Liability.

11 ELECTRONIC RISKS

a) in respect of any cover for property of any description, including electronic data, Business Interruption or Book Debts

- i. **damage** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **your** property or not where such **damage** is directly or indirectly
- ii. consequential loss

caused by or arising from **virus or similar mechanism or hacking or denial of service attack**.

b) in respect of any cover for liability to third parties including Public and Products Liability, Property Owners Liability and Trustees Indemnity

liability arising from **damage** to information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs or firmware.

This exclusion does not apply to any cover for Employers Liability.

12 ASBESTOS

in respect of any cover for liability to third parties including Public and Products Liability, Property Owners Liability, Trustees Indemnity and Hirers Liability

liability arising directly or indirectly from:

a) any mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**.

However, this shall not apply where removing, handling or disposing of **asbestos** does not form part of **your activities** or any contract work undertaken and:

- i. **you** have complied with any legal obligations to manage **asbestos** and
- ii. any discovery of **asbestos** by **you** is unintentional and accidental and
- iii. where, upon discovery of **asbestos**, all work immediately stops and
- iv. a HSE licensed asbestos removal contractor is employed:
 - to make safe the area in which the discovery is made as soon as is practicable and
 - who has Employers' and Public Liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out

b) fears of the consequences of exposure to, or inhalation of **asbestos**.

This exclusion does not apply to any cover for Employers Liability.

13 CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE

any liability, fines, costs or expenses of whatsoever nature arising from or related to any action brought against **you**, or any other company or organisation insured by this policy, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any replacement or amending legislation, except as provided by the standard endorsement to this policy.

This exclusion does not apply to any cover for Legal Expenses.

General Conditions

(Applicable to the whole policy unless otherwise stated)

1 CONDITIONS PRECEDENT TO LIABILITY

The due observance and fulfilment of the terms of this policy relating to anything to be done or complied with by **you** shall be conditions precedent to **our** liability to make any payment under this policy.

2 CANCELLATION AND COOLING-OFF (PRIVATE CUSTOMERS ONLY)

If **you** are an individual person and any part of the insurance by this policy has been requested by **you** for purposes which are outside **your** trade, business or profession then the following cooling-off and cancellation conditions apply.

Your right to cancel in the cooling-off period

If at inception or renewal of this policy and after receiving the full written documentation (either in paper or electronic format), including the schedule, **you** change **your** mind and no longer require the cover then **you** have 14 days (cooling-off period) from either the date **you** received the full documentation or the date the cover commenced, whichever is the later, to tell **us**, or **your** insurance advisor, in writing that **you** wish to cancel the policy. In such circumstances **we** will make a full refund of premium.

Your right to cancel after the cooling-off period

- If the policy is not cancelled within the cooling-off period, then the insurance is in force and **you** are committed to pay the premium.
- **You** can cancel the policy providing **you** give **us** notice in writing (including electronic format) and that there is no Long Term Undertaking in force.
- As long as **you** have not made a **claim** **we** will refund the premium for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments and provided that the amount of refund due is not less than £25.
- If **you** have made a **claim** in the current **period of insurance** then the full annual premium is due and no refund will be allowed.
- If the premium is paid by instalments then any premium owing for the remainder of the **period of insurance** must be paid by **you** or it will be deducted from any **claim** settlement.

Our right to cancel

- **We** have the right to cancel the policy by giving **you** 14 days notice in writing sent by recorded delivery to **your** last known address.
- If **we** cancel the policy **we** will refund the premium for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments.
- If the premium is payable by instalments and an instalment is not received by the due date, the policy will be cancelled from the date the instalment was due unless otherwise agreed by **us** in writing.

3 CANCELLATION (OTHER THAN IN GENERAL CONDITION 2 ABOVE)

Your right to cancel

- **You** can cancel this policy providing **you** give **us** notice in writing (including electronic format) and that there is no Long Term Undertaking in force.
- As long as **you** have not made a **claim** **we** will refund the premium for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments and provided that the amount of refund due is not less than £25.
- If **you** have made a **claim** in the current **period of insurance** then the full annual premium is due and no refund will be allowed.
- If the premium is paid by instalments then any premium owing for the remainder of the **period of insurance** must be paid by **you** or it will be deducted from any **claim** settlement.

Our right to cancel

- **We** have the right to cancel the policy by giving **you** 14 days notice in writing sent by recorded delivery to **your** last known address.
- If **we** cancel the policy **we** will refund the premium for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments.
- If the premium is payable by instalments and an instalment is not received by the due date, the policy will be cancelled from the date the instalment was due unless otherwise agreed by **us** in writing.

4 CLAIMS PROCEDURE (YOUR DUTIES)

Contact details can be found under Making A Claim.

When **you** become aware of a possible **claim** under this policy **you** shall (at **your** expense):

- notify **us** immediately
- immediately tell the police if **damage** is caused by theft, attempted theft, malicious acts, riot or civil commotion
- take all practical steps to recover any property lost or to minimise the **damage**
- within 30 days (7 days in the case of **damage** by riot, civil commotion, strikers, labour disturbances and malicious persons) advise **us** in writing giving full details, and complete **our** appropriate claim form
- in respect of any **claim** for Business Interruption, submit to **us** within 30 days after the expiry of the indemnity period, or within such further time as **we** may in writing allow, a statement setting out particulars of the **claim** together with details of all other insurances covering any part of the **damage** or resulting business interruption
- give all assistance, information and documentation **we** may reasonably require within any timescales **we** may set at the time
- send to **us**, unanswered, every writ, summons or other communication immediately it is received
- send to **us** written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to **you**
- if **we** require, provide to **us** a statutory declaration of the truth of the **claim**.

When **you** become aware of a possible **claim** under this policy **you** shall not:

- admit, deny, negotiate or settle a **claim** without **our** written consent
- abandon any property to **us**.

General Conditions

5 CLAIMS PROCEDURE (OUR RIGHTS)

If **you** make a **claim** under this policy **we** have the right:

- to enter any building where **damage** has occurred and take, and keep, possession of any property covered by this policy
- to the salvage of any property covered by this policy
- at any time to start, take over, defend and conduct any legal action or prosecution in **your** name
- to settle any liability **claim** by payment of the indemnity limit (less any sum or sums already paid or incurred) or any less amount for which, at **our** discretion, the **claim** can be settled. **We** will then relinquish control of the **claim** and be under no further liability
- to arrange a post mortem at **our** expense in the event of a death benefit **claim** under the Personal Accident or Personal Accident Assault cover.

6 CLAIMS SETTLEMENT

Where more than one **excess** applies to any one **claim** only the highest **excess** will be deducted from the amount of settlement.

7 SUBROGATION

Before or after **we** settle any **claim** under this policy **you** shall, at **our** request and at **our** expense do, or permit to be done, anything necessary or reasonably required by **us** in order to:

- enforce any rights and remedies against
- obtain relief or indemnity from other parties, to which **we** would be entitled after settlement of that **claim**.

8 OTHER INSURANCE

- If at the time of a **claim** there is any other insurance covering anything insured by this policy, other than in respect of insurances for legal liabilities, Money or Personal Accident, **we** will only pay **our** proportionate share.
- In respect of any covers, including their respective extensions and endorsements, for legal liabilities or Money (but not Personal Accident or Personal Accident Assault) **we** will only pay for any amount over the limit obtainable under such other insurance which is or would be payable but for the existence of this policy.
- In respect of any covers, including their respective extensions and endorsements, for Personal Accident or Personal Accident Assault, irrespective of the number of policies issued by **us**, **we** will not pay benefits for the same insured person under more than one policy for any one occurrence. The policy or section that provides the greatest benefit will apply.
- If any other insurance is subject to any condition of underinsurance (average) the appropriate cover under this policy will be subject to the same condition of underinsurance (average) if it is not already included.

9 FRAUD

If **you** or anyone acting for **you** makes a **claim** under this policy knowing the **claim** to be false in any respect:

- **we** will not pay the **claim**; and
- all cover under this policy ceases; and
- **we** will not return any premium paid.

10 MISREPRESENTATION, MISDESCRIPTION OR NON-DISCLOSURE

This policy will be voidable if there is any misrepresentation, misdescription or non-disclosure of any material fact or detail.

11 REASONABLE CARE

At all times **you** must take all reasonable steps to:

- prevent or minimise **damage** or **bodily injury**
- protect the property covered under this policy
- maintain the property covered under this policy in a good state of repair
- exercise and use reasonable care in the selection and supervision of **employees**
- comply with all statutory and other obligations and regulations imposed by any authority
- make safe or repair any defects in the property covered under this policy immediately they are identified.

12 ALTERATION OF RISK

You must tell **us** immediately:

- **you** become aware of any changes in circumstances which increase the risk of **damage**, accident or liability, such as changes in **your activities**, the premises or its use
- **your** interest ceases, except by will or operation of law
- an administrator, liquidator or receiver is appointed or if **you** enter into a voluntary arrangement.

Upon any alteration as described above, **we** shall be entitled to cancel the policy from the date of such alteration or impose special terms or charge an additional premium.

13 ARBITRATION

Provided **we** have admitted liability for a **claim**, any unresolved dispute as to the amount to be paid shall be referred to arbitration in accordance with the statutory provisions in force at the time to:

- an agreed arbitrator, or if an arbitrator cannot be agreed
- an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days written notice to the other party.

You must not take legal action against **us** over the dispute before the arbitrator has reached a decision.

General Conditions

14 INDEX-LINKING

If any property damage section of this policy is subject to index-linking then:

- the sum(s) insured by that section as shown in the schedule will be adjusted automatically to reflect general changes in rebuilding costs and inflation trends
- the renewal premium will be calculated on revised sums insured that include previous index-linking increases
- in the event of a **claim** the adjustments will continue during the period of repair or **reinstatement** provided such repair or **reinstatement** is carried out without delay.

Standard Endorsement

The following endorsement is standard for all policies but is only effective where the stated sections or extensions are operative. Subject otherwise to the terms, exceptions and conditions of the policy.

CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE ENDORSEMENT

WHAT IS COVERED

If section(s) or extension(s) for:

- Employers Liability and/or
- Public and Products Liability

are operative under this policy **we** will pay all amounts which **you** become legally liable to pay overall for legal costs and expenses incurred with **our** prior consent in the defence of any criminal proceedings, or an appeal against conviction, for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed in the course of **your activities** during the **period of insurance**.

WHAT IS NOT COVERED

- 1) Fines or penalties of any kind.
- 2) Costs of any remedial or publicity orders, or steps to be taken by such orders.
- 3) Proceedings consequent upon any deliberate act or omission by:
 - a) **you**
 - b) **your** managerial **employees** while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.
- 4) Legal costs and expenses:
 - a) where they are otherwise covered under an operative Legal Expenses section of this policy except for any amount payable beyond the Indemnity Limit under such Legal Expenses cover
 - b) where indemnity is otherwise provided by any other policy, insurer or from any other source.
- 5) **We** will not pay any **claim** when **you** have failed to comply with the special requirements for this endorsement and such failure caused or worsened the liability.

Special requirements for Corporate Manslaughter and Corporate Homicide Endorsement

You must as a condition precedent to **our** liability:

- 1 obtain **our** written consent prior to the appointment of any solicitor or counsel to act for **you**
- 2 notify **us** immediately about any summons or other process served upon **you** which may give rise to a **claim** under this extension
- 3 not commence an appeal without **our** written consent and such consent will only be given if counsel has advised that it is more likely for an appeal to be successful than not.

Claims settlement for Corporate Manslaughter and Corporate Homicide Endorsement

The most **we** will pay is £1,000,000 for all **claims**:

- under this extension in any **period of insurance**
- in total for all policies issued by **us** to **you** where the **claim** relates to the same prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007.

This limitation forms part of and is not in addition to the indemnity limits stated in the schedule or the policy for each of the sections or extensions to which this extension applies.

Endorsements

The following endorsements and any supplementary endorsements are operative only if the number shown against them appears in the schedule. Each endorsement is subject otherwise to the terms, exceptions and conditions of the policy.

- 1 RESTRICTION OF THEFT COVER FROM PREMISES (ALL RISKS)
Under section 3, **we** do not cover **damage** by theft, or any attempted theft, not involving entry to or exit from the **premises** by forcible and violent means.
- 2 PRODUCTS LIABILITY EXCLUSION
Under section 2, **we** do not cover any liability caused by or arising from **products** other than:
 - food or drink sold or supplied by **you** for consumption on the **premises**
 - free literature supplied by **you**.
- 3 MANUAL WORK AWAY EXTENSION (PUBLIC LIABILITY)
Section 2 extends to cover liability arising from manual work, not involving the application of heat, undertaken away from the **premises** within the **territorial limits** in connection with **your activities** and as declared to **us** and accepted by **us** in writing.
- 4 EXCLUSION OF THEFT FROM UNATTENDED VEHICLES (ALL RISKS)
Under section 3, **we** do not cover **damage** caused by or resulting from theft from any unattended motor vehicle.

Endorsements

- 5 ACTIVITIES – STANDARD EXCLUSION (PUBLIC & PRODUCTS LIABILITY)
The following additional exclusion is added to section 2 (Public and Products Liability):

We do not cover liability arising from any activity that increases exposure to **bodily injury**, including but not limited to:

a) any of the following activities:

- abseiling
- aerial activities of any kind
- climbing of any kind
- dry slope skiing
- football that is played within a league system
- rugby and other contact sports
- gymnastics
- horse riding of any kind
- professional sport of any kind
- racing or time trials other than on foot
- trampolining
- underground activities of any kind
- water activities, other than swimming
- weightlifting
- winter sports

b) any activity that involves the use of:

- motorised fairground rides
- bicycles other than for normal road use
- cable, ropes or wires
- elastic ropes
- fireworks or explosive items
- ice skates
- mechanically propelled vehicles
- play inflatables other than bouncy castles
- roller skates, roller blades or skateboards
- weaponry

unless declared by **you** to **us** and endorsed by **us** onto the schedule.

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